

July 1, 2004 – June 30, 2006

AGREEMENT

CITY OF NEWTON

AND

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
NEWTON FOREMEN UNION

LOCAL 2443

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AGREEMENT

This AGREEMENT is entered into between the CITY OF NEWTON, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "EMPLOYER"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, NEWTON FOREMEN UNION (hereinafter referred to as the "UNION.").

ARTICLE I

Union Recognition

1.01 Pursuant to and in accordance with all applicable provisions of Massachusetts General Laws, the EMPLOYER does hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this AGREEMENT of all permanent and provisional employees of the EMPLOYER included in the bargaining unit described below:

PUBLIC WORKS DEPARTMENT - All Superintendents, Assistant Superintendents, General Foreman, and Assistant Traffic Engineer.

PARKS AND RECREATION DEPARTMENT - Assistant Superintendent of Forestry, Superintendent of Public Maintenance and Assistant Superintendent of Public Maintenance.

BUILDING DEPARTMENT - Facilities Maintenance Supervisor, and Assistant Facilities Manager. All other employees of the EMPLOYER are hereby excluded from the bargaining unit.

ARTICLE II

General

2.01 It is agreed that all the employees will cooperate with their supervisors and Department Heads to secure the fullest possible efficiency of the work force under their direct supervision and will promptly report any deficiencies thereof and make every effort to correct them.

ARTICLE III

Union Dues and Initiation Fees

3.01 Upon receipt by the EMPLOYER of a signed voluntary authorization by an

employee, the EMPLOYER agrees to deduct the initiation fee (if any) and monthly UNION membership dues levied in accordance with the Constitution of the UNION from the pay of said employee and remit the aggregate amount to the Treasurer of the UNION along with a list of employees from whom said dues have been deducted.

3.02 Such remittance shall be made by the 10th of the succeeding month. An authorization may be revoked by an employee sending a signed written notice thereof to the City Treasurer, said revocation to take effect sixty (60) days after receipt thereof. The EMPLOYER shall send a copy to the UNION.

3.03 The following authorization of dues form shall be used.

UNION Dues and Initiation Fees:
Authorization for Payroll Deduction

By

Last Name

First Name

Middle Name

To

Employer

Department

Effective

Date

I hereby authorize and request you to deduct from my earnings the UNION membership initiation fee, and, once each month, an amount established by the UNION as dues. The amount shall be paid to the Treasurer of the UNION.

The authorization shall continue for a period of one (1) year from the date hereof or until the termination of this AGREEMENT (whichever occurs first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signed

3.04 In addition to the above, all members of the bargaining unit who are not members of the UNION and/or who have not voluntarily executed an authorization for UNION dues as provided above shall be required to pay to the UNION pursuant to and in conformance with and subject to M.G.L., Chapter 150E, § 12 as amended, and M.G.L., Chapter 180, § 17 G as amended.

ARTICLE IV
Management Rights

4.01 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this contract, the CITY has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it. It shall have the sole unquestioned right, responsibility, and prerogative of management of the affairs of the CITY and direction of the working forces, including and not limited to the following:

- A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the City.
- B. To establish or continue policies, practices and procedures for the conduct of the CITY business and, from time to time, to change or abolish such policies, practices, or procedures.
- C. To determine assignments of work and work tasks, and to discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the number of and types of employees required to perform the CITY'S operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the CITY or the department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the CITY, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- G. To determine and re-determine job content and to insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the UNION or of discriminating against its members.
- I. To require reasonable overtime from the employees.
- J. The City will determine position qualifications and the quality of job performance

by employees.

- K. To maintain order and efficiency in the City's operations.
- L. To establish, continue and/or change policies and/or regulations pertaining to standards for hiring and enforcement thereof.

4.02 The above rights, responsibilities and prerogatives are inherent in the Mayor and by virtue of statutory and charter provisions are not subject to review or determination on any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this contract. The above is subject to the provisions of Chapter 31 of the General Laws of Massachusetts.

ARTICLE V Union Representation

5.01 The UNION shall designate by a notice in writing to the EMPLOYER the name of the one person who shall represent them in a Grievance Procedure. Said notice shall also contain the name of an alternative representative so named. The EMPLOYER may rely on the authority of said representative and alternative representative to act on behalf of the UNION until such authority has been revoked by a written notice by the UNION signed by the President of the UNION.

5.02 Union representatives may be permitted to attend the following Union conventions provided that the total number of twelve (12) days per year for all those granted permission shall not exceed days in the aggregate: AFSCME State and National Conventions, AFL-CIO State Convention.

ARTICLE VI Grievance Procedure and Arbitration

6.01 A grievance shall be defined as a dispute between the parties of the AGREEMENT involving an alleged specific and direct violation of the expressed language of a specific provision of this AGREEMENT.

6.02 All grievances shall be submitted in writing and shall state the specific contract

provisions that are being violated, in what manner those provisions are being violated, and what remedy is being sought. All grievances must be filed within three (3) working days after the circumstances giving rise to the grievance first occurred or under the AGREEMENT should have the reasonable knowledge of its occurrence or it shall be deemed waived. Any grievance shall also be deemed to have been waived or settled if the action required by the UNION or the employee to present it to the next level of the procedure should not have been taken within the time specified therefore. If a grievance is once waived or settled at any of the following steps, it shall be considered closed and it shall not thereafter be subject to the grievance procedure or to arbitration. The City may assert the UNION'S failure to comply with grievance or arbitration procedures at any stage of the procedure.

Any grievance not waived or not settled shall be settled in the following manner:

STEP 1. The UNION shall file the grievance with the aggrieved employee's supervisor. The supervisor shall respond to the UNION representative within three (3) working days following submission to him.

STEP 2. If the grievance has not been settled, it shall be presented in writing to the Department Head within three (3) working days after the supervisor's response is due. The Department Head shall respond to the UNION representative in writing within three (3) working days from the receipt thereof.

STEP 3. If the grievance still remains unadjusted, the UNION shall present it to the Mayor or his designee in writing within five (5) working days after the response of the Department Head is due. The Mayor or his designee shall respond in writing to the UNION within ten (10) working days from the receipt thereof.

STEP 4. If the grievance is still unsettled, either party may, within twenty-five (25) days from the date of receipt of the grievance by the Mayor or within fifteen (15) days from the date the UNION has received the Mayor's answer, whichever is sooner, by written notice to the other, request arbitration. Failure by the UNION to request arbitration in writing within the prescribed time shall constitute a waiver of the grievance.

6.03 The failure of the employer to respond in timely fashion to the UNION at any step of the procedure shall be regarded as a negative answer and shall allow the UNION to proceed to the next step.

6.04 The parties may mutually agree, in writing, to extend any time limits herein.

6.05 The arbitration proceeding shall be conducted by an arbitrator to be selected by the CITY and the UNION, within seven (7) days after notice has been given. If the parties fail to select an arbitrator, either party may submit the grievance to the American Arbitration Association in accordance with their rules. Submission must be made within fifteen (15) days from the expiration of the above seven (7) day period provided herein above.

The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall be requested to issue his decision in writing within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall not add to, subtract from, or alter any provisions of this AGREEMENT; nor may he make any decision in conflict with the laws of The Commonwealth of Massachusetts governing municipal employees and employers. Grievances involving disciplinary action shall be processed beginning at the third step. The cost of the arbitrator's services shall be borne equally by both parties.

6.06 Subject to the approval of his/her Department Head, stewards and officers of the UNION shall be granted reasonable time off during working hours to investigate and settle grievances without loss of pay. Such approval shall not be unreasonably withheld.

ARTICLE VII State Laws

7.01 The EMPLOYER and the UNION shall recognize and adhere to all General Laws of the Commonwealth of Massachusetts including but not limited to Civil Service and State Labor Laws and Rules and Regulations of same relating to Seniority, Promotions, Transfers, Discharges, Removals and Suspensions.

7.02 The UNION reserves the right to represent employees covered by this AGREEMENT under such procedure established in regard to the aforementioned. Any employee or any matter not covered by such General Laws shall be referred to and governed by the Grievance Procedure heretofore described.

ARTICLE VIII Change in Classification or Position

8.01 No change in present classification or position within the bargaining unit, nor the abolition of any position presently existing at the time of this AGREEMENT shall be made by the

EMPLOYER without a thirty (30) day notice in writing to the UNION, stating the proposed change or abolition and the purpose or reason for same.

ARTICLE IX Holidays

9.01 Subject to the exception and conditions provided in this Article, all employees whose compensation is fixed on an annual basis shall receive their regular compensation and all employees whose compensation is fixed at an hourly rate shall receive eight (8) hours of pay (or in the case of a half holiday, four (4) hours pay) at their regular compensation for each of the following holidays.

| | |
|-------------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| President's Day | Columbus Day |
| Patriot's Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Bunker Hill Day * | Christmas Day |
| Floating Holiday ** | |

A half holiday on either his/her nearest scheduled working day before Christmas or his/her nearest scheduled working day before New Year's Day, the scheduling of such half holiday to be at the discretion of the Department Head.

9.02 If any such holiday falls on an employee's scheduled day off, such employee shall be given another day off with pay in lieu thereof which shall be scheduled at the discretion of the Department Head subject to the general policy, hereby established, that so far as it may be consistent with the proper functioning of the department such day shall be granted on either the last scheduled work day preceding or the next scheduled work day following such holiday.

9.03 In order to qualify for compensation for any such holiday, such person shall have worked on all of his/her last regularly scheduled work day prior to and the next regularly scheduled work day following such holiday, unless his/her absence on such regularly scheduled work day is due to jury service, or is an absence for which compensation is payable under the AGREEMENT.

9.04 If an employee is required to work on any of the above named holidays, he/she shall be compensated at the rate of time and one-half for all hours worked in addition to his/her holiday pay.

9.05a Employees shall be entitled to a "Floating Holiday" per year, which can be taken with the approval of the Department Head so as to ensure adequate coverage and normal operation of the Department. Approval shall not be unreasonably withheld.

9.05b Employees hired after July 1 of any year will not be entitled to a floating holiday until the following calendar year.

9.05c Employee notification to the Department Head of the intended utilization of a Floating Holiday shall be made at least five working days in advance. A Floating Holiday may not be granted if it will require coverage on an overtime basis for the person taking the time off.

9.05d If a Floating Holiday is not used in its scheduled calendar year, it may not be carried over to a subsequent calendar year.

9.05e Due to the timing of this one year Settlement Agreement, if members are unable to schedule the additional floating holiday in this calendar year, they will be allowed to carry over this additional floating holiday, upon written request, to be used no later than June 30, 2004.

ARTICLE X Special Leave

10.01 Special leave shall mean that period of time for which an employee shall be entitled to receive compensation during absence from work because of personal sickness or injury, the illness or injury of certain members of his/her family, certain religious observances, or personal business in accordance with this Article.

10.02 Every employee who is entitled to full compensation during a calendar month will be granted 1 1/4 days of special leave on the first day of the following month.

10.03 An employee shall be entitled to use special leave to the full extent of his/her accumulation during absence from work because of sickness or injury of the employee in accordance with this Article.

10.04 When an employee of the CITY is absent from his/her duties on account of disability because of sickness or injury he/she shall on the first day of absence notify his/her Department Head or such person as his/her Department Head shall designate, and it shall be the duty of the head of the department in which such official or employee works, promptly to notify the City Physician and the Comptroller of Accounts of such absence. An employee who is absent for more than five (5) consecutive workdays may be required, during the continuation of the absence, to provide periodic medical reports or to see the City Physician. When an employee is

absent due to illness or injury in excess of three (3) consecutive days, he/she must present a medical certificate from his/her physician or obtain authorization from the City Physician's Department to return to work. During such absence no salary or wages shall accrue to such employee except during periods of authorized special leave in accordance with this Article.

10.05 No person shall be entitled to any compensation or benefits under this Article for any period of disability resulting in whole or in part from any of the following:

- (a) The voluntary use of intoxicating liquor, drugs, or narcotics.
- (b) Self-inflicted injuries other than accidental.
- (c) Injuries sustained while engaged in or resulting from or arising out of the commission by such person of a felony or of a misdemeanor involving moral turpitude.
- (d) Injuries sustained while engaged in or resulting from or arising out of the violation of any lawful rule or regulation of the department in which employed.
- (e) Injuries sustained as a result of reckless, improper, or vicious conduct or illegal or immoral practices.

10.06a Employees shall be entitled to use special leave to the extent of fifteen (15) days per year during required absence from work because of the illness of the employee's spouse, children, or parents residing in the same household.

10.06b Special leave used by any employee, whenever hired, during required absence from work because of illness in family as defined in 10.06 a. is subject to the following conditions:

If the employee has children of a prior marriage, or blood relative parents who do not reside in the same household, she/he will, when reporting off duty, inform the Department at which address and telephone she/he will be located because of his/her required absence from work.

"Required absence" is defined as requiring the personal attendance of the employee for the personal care of the seriously ill member and the unavailability of any other adult family member.

The City may require a medical certification setting forth the nature of the illness and certifying the need of the employee to remain at home.

"Illness" is defined as one requiring the immediate and continuous availability of an adult person to furnish necessary care.

10.07 No salary or wage shall accrue to any employee under Paragraph 10.03 or

Paragraph 10.06 a. and 10.06 b. of this Article unless the City Physician shall find that the absence of such employee from duty is justified by reason of sickness or injury.

10.08 An employee shall be entitled to use special leave during absence from work for religious observances as approved by the Mayor. Such absences shall be limited to a total of three (3) days during any calendar year and the right thereto shall not be cumulative.

10.09 An employee shall be entitled to use special leave during absence from work to attend to personal business. Every such absence shall be requested not later than the third working day in advance or such earlier time period as the Department Head may require. The scheduling of such absence for personal business shall be at the reasonable discretion of the Department Head. Such absence shall be limited to two (2) days during any calendar year and the right thereto shall not be cumulative.

10.10 Unused portions of special leave shall be cumulative and such unused special leave, except during the first year of employment shall be calculated as of January first of each year.

10.11 Except as provided in Article XVI hereinafter, unused special leave will not be available for use or payment in cash upon termination of employment but shall continue to be available upon the employee's transfer to another position in the same or another department. The employee who is laid off or resigns under conditions that are not discreditable to him shall, if re-employed within twelve (12) months, have available any unused special leave accumulation existing at the time of his separation.

10.12 Any employee who shall be found by the Mayor, after a hearing, to have obtained special leave pay contrary to this Article, or through any misrepresentation by him/her or by any other person in connivance with him/her, shall not be entitled to the benefit of this Article for a period of one (1) year after such finding.

10.13 An employee who reports for work at the start of the work day and who does not complete the work day due to illness shall have charged to his/her special leave the number of hours not worked that day.

ARTICLE XA Bereavement Leave

10A. 01 An employee shall be entitled to paid bereavement leave during absence from work for a period not exceeding three (3) days due to the death of a parent, step-parent, husband, wife, child, step-child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law,

grandparent, grandchild, brother-in-law or sister-in-law. Every such absence shall be approved and certified to by the head of the department in which such employee works.

ARTICLE XB Attendance

10B. 01 The maintenance of good health, physical fitness and good attendance are all important to the successful performance of all the duties and functions of the City.

10B. 02 Employees are required to be at work on a regular, continuing and consistent basis. Any excessive or unusual amount of absence from work, for whatever reason, is contrary to the City's attendance requirements.

10B. 03 The City reserves the right to review and record employee absenteeism from the workplace and impose disciplinary action for any excessive absenteeism or for a pattern of absenteeism in accordance with Article IV, Section 4.01 of the contract.

10B. 04 Any employee who shall be found by the Mayor, after a hearing, to have obtained special leave pay/sick leave contrary to Article VII of the Collective Bargaining Agreement, shall not be entitled to the special leave benefit for a period of one (1) year after such finding.

10B. 05 The City, through its Human Resources Department, may establish written policies pertaining to standards of attendance and indices of patterns of abuse of and/or excessive absenteeism, not to be in violation of any Article or Provision of the Collective Bargaining Agreement.

Copies of policies shall be posted on appropriate bulletin boards and given to the UNION.

10B. 06 The City, through its Human Resources Department or by the appropriate Department Head, may meet with, talk to, or otherwise be in contact with employees concerning their absenteeism. The employee may have a UNION representative in attendance, if he/she so requests.

ARTICLE XI Health and Welfare

11.01a The City will provide group health coverage with a schedule of benefits or its equivalent for all eligible families and individuals that is currently in effect. The City will pay 80% of the premium or cost for all of the health plans. See Memoranda of Agreement attached.

11.01b With respect to health insurance, the parties understand that health insurance is subject to the terms of MGL, C. 32b, and that uniformity of terms for all City employees may be required. The parties therefore understand that other bargaining units' negotiations may have an impact on the terms agreed to herein. It is the City's intention, through bargaining, to create terms in other bargaining units consistent with the terms agreed to herein.

11.02 Where an employee suffers an extended illness and has used all of his sick leave and vacation pay, the CITY shall review the case. The CITY may, at its discretion, continue to pay an insurance premium contribution in effect for an additional period of up to ninety (90) days. Prior to each date of any granted extensions of such payments, the CITY shall review the matter again for a possible further extension and notify the employee of its decision.

11.03 Upon the decease of any employee, employed or retired, for whom at the time of his/her death the CITY is contributing payments toward his/her medical, hospitalization and life insurance, the CITY will pay the contribution rate then in effect of the insurance premiums for his widow or her widower until such time as he/she remarries or becomes eligible for hospitalization and medical coverage under the Federal Program.

11.04 The CITY will make every effort to make it possible for each employee to purchase additional life insurance under a group insurance plan.

11.05 The CITY will make every effort to make it possible for each employee to purchase dental insurance and shall pay 50% of the cost of said plan, subject to minimum participation requirements.

ARTICLE XII Workers' Compensation

12.01 An employee suffering an occupational injury, eligible for medical payments under Workers' Compensation, who returns to work within five (5) days of receiving said injury may, at his/her election, be compensated out of his/her special leave, if any.

12.02 An employee who is receiving Workers' Compensation shall be permitted to use up his/her accumulated special leave or his/her available vacation leave in one hour segments for the purpose of receiving the difference between what he/she receives under Workers' Compensation and his/her regular weekly salary.

The CITY, at the employee's election, shall pay him/her the necessary amounts and charge them to his/her unused and accumulated sick leave or available vacation leave.

ARTICLE XIII

Jury Pay

13.01 The EMPLOYER agrees to make up the difference in any employee's wages between a regular week's wages and compensation received for jury duty.

ARTICLE XIV

Access to Premises

14.01 Upon approval by the appropriate supervisor, the EMPLOYER agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or NEWTON FOREMEN'S UNION to enter the premises at any time for individual discussion of working conditions with the employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. Such approval shall not be unreasonably withheld.

ARTICLE XV

Severability

15.01 If any provision of this AGREEMENT or any application of the AGREEMENT to any employee or group of employees shall be found to be contrary to law by any court or board of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVI

Retirement and Death Benefits

16.01 Effective July 1, 1987, upon the retirement of any employee covered by this AGREEMENT under the terms of Massachusetts General Laws or the death of any employee, the CITY will pay to the said employee or his/her heirs at law the following amounts at the following levels of unused special leave then remaining.

| <u>Dollar Amount</u> | <u>Unused Special Leave</u> |
|----------------------|--|
| \$ 4,000 | More than and including 175 days but less than 225 days. |
| \$ 5,000 | More than and including 225 |

| | |
|----------|------------------------------|
| | days but less than 250 days. |
| \$ 6,000 | 250 days or more. |

16.02 Upon the retirement of any employee covered by this AGREEMENT, the CITY will continue his/her basic life insurance policy of \$ 5,000.00 and pay fifty percent (50%) of the premium cost thereof.

ARTICLE XVII

Wages

- 17.01 A. The pay grades for the bargaining unit positions are listed on Appendix B
- B. These positions have been rated in accordance with the AAIM rating system and have been rated according to the duties and functions currently being performed.
- C. On July 1st of each year each employee is entitled to move to the next step on the schedule in Appendix B until the maximum step is achieved.
- D. The pay and classification plan in effect as of 7/01/2004 will be increased as follows:

| | |
|-----------|---|
| 7/1/2004 | 2% added to base wages \$150.00 adjustment to all employees at Step 8 (max) retroactive to 7/1/2004 |
| 7/1/2005 | 2.5% added to base wages \$50.00 adjustment to all employees at Step 8 |
| 1/1/2006 | 1% added to base wages |
| 6/30/2006 | 0.5% added to base wages |

E. Step increments and salary adjustments are not automatic; they shall be reviewed annually and approved by the Mayor upon recommendation of the Department Head. The Department Head will consider the overall work performance of the employee during the year, including a consideration of the employee's attendance record. Any employee whose increment or salary adjustment recommended to be withheld shall be advised of that recommendation in writing, on or before April 1st of the prior fiscal year.

F. Effective June 30, 2006, all employees in the bargaining unit must have payments deposited directly into a bank or credit union account of their choice.

If the recommendation to withhold an increment or salary adjustment is approved by the Mayor, the employee shall be entitled to have the decision to withhold an increment or salary adjustment reviewed by the Department Head prior to June 30. If the increment or salary

adjustment is withheld, a decision whether to reinstate one-half (1/2) of the increment or salary adjustment will be made by December 31 of the year in which it is withheld. A similar decision regarding reinstating the second one-half (1/2) of the increment or salary adjustment will be made prior to the close of the fiscal year in which the increment or salary adjustment is withheld.

The City agrees that increments and/or salary adjustments shall not be unreasonably withheld.

17.02 (a) It is further agreed as a condition of employment that all employees will continue to carry out their assigned functions including all assigned overtime work beyond their normal work schedule without additional consideration except as provided below. The normal workweek shall consist of five (5) consecutive days (Monday through Friday). Employees shall be compensated at time and one half the hourly rate for all hours of authorized work performed between the hours of:

4:00pm Friday – 7:00am Saturday
7:00pm Saturday – 7:00am Sunday
7:00pm Sunday – 7:00am Monday

(b) Effective, December 13, 2000 (the signing of the Memorandum of Settlement) all hours of authorized work during snow and ice operations, performed by members of the bargaining unit, shall be compensated on a time and one-half basis.

17.03 For all hours of authorized work performed before the start or after the conclusion of the regular work day, employees shall be compensated at their straight time hourly rate computed by dividing their regular weekly salary by 40. Any work performed during the hour prior to the start of the work day shall not be considered for overtime purposes unless it is a continuation of an overtime assignment. Work performed during the hour after the end of the regular work day shall not be considered for overtime purposes unless the work is required for the entire hour.

17.04 Any other work performed on weekends between 4:00 p.m. Friday and 7:00 a.m. Saturday, 6:00 p.m. Saturday and 7:00 a.m. Sunday, 6:00 p.m. Sunday and 7:00 a.m. Monday, employees shall be compensated on a time and one-half basis. All other hours worked on weekends shall be compensated in accordance with Section 17.03 of the existing contract, which is straight time.

17.05 Labor/Management Committee: There shall be a joint labor-management

committee consisting of two (2) members of the Union and two (2) from management who shall review the structure of the compensation package prior to engaging in subsequent collective bargaining agreements.

ARTICLE XVIII

Longevity

18.01 Full-time permanent and provisional employees covered by this AGREEMENT who shall have completed the appropriate number of years of aggregate employment with the CITY during the fiscal year or any succeeding fiscal year, shall be entitled to receive an annual non-cumulative longevity payment as hereinafter set forth for that fiscal year and each fiscal year thereafter while employed by the CITY; said payment shall be made as soon as possible after the anniversary date of employment. If an employee's longevity payment is between the first and the fifteenth of the applicable month, payment will be made the first pay period. If the employee's longevity payment is between the sixteenth and the last day of the applicable month, payment will be made the third pay period. The anniversary date of employment shall be the most recent date of continuous service. In cases where there is broken service the period or periods of prior employment shall be added and the anniversary date adjusted accordingly.

18.02 In the event an eligible employee should retire, resign or decease in the course of a year in which he/she would have been entitled to such longevity payment, he/she shall receive a proportionate share of the longevity payment based upon the number of full calendar months he/she was actually in the employ of the CITY during that fiscal year, payable on the payment date following such event.

18.03 Longevity payments will be made in accordance with the following schedule of years and dollar amounts subject to the aforesaid provisions and conditions:

| Number of Years | |
|--|-----------|
| 5 to 9 years of aggregate employment | \$ 375.00 |
| 10 to 14 years of aggregate employment | \$ 625.00 |
| 15 to 19 years of aggregate employment | \$ 725.00 |
| 20 to 29 years of aggregate employment | \$ 825.00 |
| 30 years or more of aggregate employment | \$1100.00 |

ARTICLE XIX

Clothing Allowance

19.01 Each employee covered by this AGREEMENT shall receive an annual clothing

allowance of \$400.00 to be paid on or before December 1st of each year of this AGREEMENT.

19.02 Any employee whose employment terminates before December 1 of any calendar year shall receive a proportionate allowance for all months worked after December. Employees employed 10 years or more shall upon retirement or death receive their full annual allowance for that year. If an employee dies while in the employ of the City, his/her estate or beneficiary shall receive the full amount of clothing allowance for that year regardless of years of service.

ARTICLE XX No Strike Clause

20.01 The UNION, its officers and members hereby agree to comply with the provisions of Massachusetts General Laws, Chapter 150 E, Section 9A(a) which states, "No public employee or employee organization shall induce, encourage or condone any strike, work stoppage, slow down or withholding of services by such public employees."

ARTICLE XXI Vacations

21.01 Except as provided hereafter, the present vacation policy of the City of Newton as outlined in its Ordinances and by state law shall remain in full force and effect. Each employee shall make requests for vacation time from their respective Department Head. Requests for vacations will be approved/denied in the order in which they are received by the Department Head. The Department Head shall retain the final right to approve or deny all vacations. These decisions will be based upon the needs of the Department, staffing and other relevant factors. Vacations shall not be unreasonably withheld.

21.02 All employees shall be entitled to their additional week of vacation in the calendar year in which they reach their applicable anniversary date of employment, provided that they are entitled to a vacation in that calendar year and provided further that any employee whose anniversary date of employment is in the last full week of November or is in the month of December shall be deemed to have attained his/her applicable anniversary date of employment for purposes of additional vacation on November 1 in order that he/she may exercise his/her additional vacation entitlement during that calendar year. The applicable anniversary date of employment shall be the most recent date of continuous service. In cases where there is broken service, the

period or periods of prior employment shall be added and the anniversary date adjusted accordingly.

21.03 Effective January 1, 1991 the vacation entitlement shall be adjusted as follows:

After Completing Years of Employment Entitlement

| | |
|----------------|--------------------|
| 10 years | 4 weeks vacation |
| 20..... | 4 weeks and 1 day |
| 21 | 4 weeks and 2 days |
| 22..... | 4 weeks and 3 days |
| 23 | 4 weeks and 4 days |
| 24 | 25 days |

ARTICLE XXII

Temporary Assignment

22.01 When an employee is assigned the full responsibility of another employee in a higher classification, he/she shall be adjusted to a step on the higher classification chart that is immediately equal to or above a 4% increase of his/her current salary beginning on day one. However, no adjustments will be made for assignments resulting from the other employee's use of vacation time. Further, adjustments will not be instituted until the incumbent has been out for ten consecutive days. Once the employee assumes the responsibilities after ten days, he/she will be paid retroactively to day one.

Upon completion of his/her assignment, he/she will then receive his/her regular rate of pay for his/her own job and classification.

ARTICLE XXIII

Tuition Aid

23.01 The EMPLOYER agrees to provide an educational fund, up to a maximum of \$2,000.00 per fiscal year, to reimburse eligible employees for tuition costs in accordance with the following plan.

23.02 All full-time (37 1/2 hours per week or more) permanent employees are eligible to participate in this plan upon completion of twelve (12) months of continuous employment. Individuals receiving tuition payment from any grant, scholarship or veteran's benefit shall have tuition aid reduced by this amount.

23.03 Courses will be approved, under this plan, which are directly related to the

employee's present job assignment or which will increase the employee's qualifications for advancement. No correspondence courses are acceptable under this plan. Each employee may take no more than one course for reimbursement during each fiscal year. One course means a course taken during one semester or term (Fall, Winter, Spring or Summer).

23.04 Classes must not conflict with the employee's normal work schedule and must be taken on the employee's own time.

23.05 Employees wishing to participate in this program must have their course approved prior to enrollment in such course. Prior approval is obtained by the employee submitting an "Application for Tuition Aid" for each course to be taken. Applications must be recommended by their Department Head and approved by the Director of Human Resources.

Applications will be approved based on the date completed "Applications for Tuition Aid" are received in the Human Resources Department. Also, reasonable efforts will be made to equitably distribute funds to all Departments. The decision to approve or not approve courses and reimbursements under this plan is not subject to grievance under Article VI of this agreement.

23.06 Employees will be reimbursed for the tuition costs upon passing an approved course. Approved courses, which are not completed and passed, are not reimbursable under this plan. Costs other than tuition, such as registration and application fees, lab fees, books, etc., are not reimbursable under this plan.

To receive tuition reimbursement, an employee must submit to his/her Department Head a copy of his/her tuition bill from the school showing that he/she passed the course. The Department Head, upon signing the tuition bill and transcript, as appropriate, will forward same to the Director of Human Resources for approval and payment. The employee must be on the active payroll as a permanent full-time employee as of the date the Human Resources Department received his/her transcript and tuition bill for payment. The CITY is not liable for any taxes or assessments to Federal, State, City, or County governments due on tuition reimbursements paid to employees under this plan.

ARTICLE XXIV

Promotions

24.01 An employee who desires a change in grade for any reason shall be subject to the Promotion Policy attached hereto. (Appendix C)

ARTICLE XXV
Winter Storm Watch

25.01 All Public Works Division Heads, Foreman Inspectors and Assistant Superintendents are expected to be available to participate in Winter Storm Watch operations. The specific persons assigned to such duties at any time will be determined by the Commissioner of Public Works.

25.02 A daily duty schedule will be established each year covering the period from 3:00 p.m. to 7:00 a.m. Monday through Friday (except holidays). On weekends and holidays, the duty period will run from 7:00 a.m. to 7:00 a.m. the following day. The individual on duty is expected to be available for call at any time during his scheduled duty period, should weather conditions (snow and ice) warrant it.

25.03 Whenever, in the opinion of the Public Works Commissioner, weather conditions and/or forecasts are such that it is not immediately necessary to have a major sanding or plowing operation, but those conditions could change, the Public Works Foreman assigned to winter storm watch will be notified to be on the job, regularly checking the weather and roadway conditions. If the Winter Watch person determines that conditions warrant it, he may without prior authorization call one or more sanders per yard up to a maximum of three per yard. If, in his opinion, four or more sanders per yard are needed, he will contact the Commissioner or Deputy Commissioner for prior approval.

25.04 The person who has been called in for winter storm watch duty will also be expected to:

- Supervise all sanding operations city-wide, unless conditions warrant calling in four or more sanders per yard. In such circumstances, he will remain on duty until a Division Head or Foreman Inspector has arrived at each yard and assumed charge.
- Coordinate with the Commanding Police Officer on duty regarding road safety conditions.
- Keep the Commissioner or Deputy Commissioner of Public Works apprised of any significant changes in conditions.
- Notify the Commissioner of Parks and Recreation or his designee if icy conditions warrant sanding of school walkways prior to the regular workday.
- Perform other related duties as required.

25.05 The person assigned to Winter Storm Watch duty will be guaranteed four hours

each shift to which he/she is so assigned. Monday through Friday commencing at 3:00 p.m. and ending at 7:00 a.m. the following morning. On each Saturday, Sunday, and Holiday, the storm watch officer will be on duty from 7:00 a.m. to 7:00 a.m. the following day and will be guaranteed eight hours of pay at the straight time rate. Each hour actually worked will be subtracted from the guarantee in accord with Section 17.04 and 17.05 of the Local 2443 Labor Agreement. The time covered by this agreement extends from November 1 to April 30 of each fiscal year.

25.06 During the period of the above coverage, the person assigned shall be available at all times and will be provided with a cell phone by the City during the periods of his/her coverage. The cell phone is for Snow and Ice coverage only. All other emergency calls are to be dispatched to the appropriate supervisor for action, unless the Snow Watch Officer is already actually working in the City, in which case he will handle the call.

ARTICLE XXVI Stability of Agreement

26.01 No amendment, alteration or variation of the terms or provisions of this AGREEMENT shall bind the parties hereto unless made and executed in writing by the parties hereto.

26.02 The failure of the CITY or the UNION to insist, in any one or more situations, upon performance of any of the terms or provisions of this AGREEMENT, shall not be considered a waiver or relinquishment of the right of the CITY or the UNION to future performance of any such term or provision, and the obligations of the UNION and the CITY to such future performance shall continue.

26.03 Effective July 1, 1980, all agreement, precedents, employment and work practices are existent and effective only to the extent they are expressly set forth in this AGREEMENT, or, in the alternative, have been put in writing and signed by the appropriate Commissioner and the Director of Human Resources. Neither the UNION nor the CITY waives any rights available to them for what may have occurred prior to July 1, 1980.

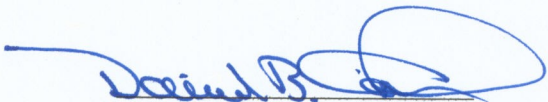
ARTICLE XXVII

Duration

27.01 This AGREEMENT shall be effective July 1, 2004 for the period ending June 30, 2006 and remain in effect from year to year thereafter unless either party hereto, desiring to terminate or amend any provisions of this contract, sends written notice of the same to the other no later than six (6) months prior to the termination date hereof or any succeeding anniversary date.

Witness our hands and seals this April 10th day of April 2007

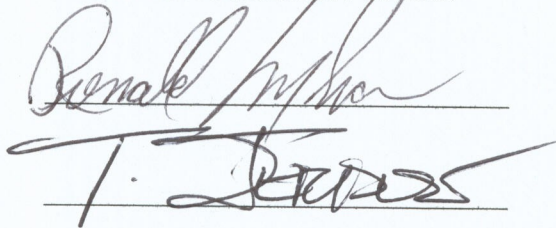
CITY OF NEWTON



Approved as to legal form
and character

Labor Counsel

NEWTON FOREMEN UNION



APPENDIX A - CLASSIFICATION OF POSITIONS

FOREMEN CONTRACT

SALARY GRADE

POSITION

| | |
|------|---|
| C-09 | Assistant Highway Superintendent |
| | Assistant Traffic Engineer |
| | Asst. Superintendent of Equipment |
| | Asst. Superintendent of Utilities - Water |
| | Asst. Superintendent of Utilities - Sewer |
| | Asst. Superintendent of Forestry |
| | Asst. Superintendent of Public Grounds |
| C-10 | District Highway Superintendent |
| | Superintendent of Forestry |
| | Superintendent of Public Grounds |
| C-11 | Building Maintenance Supervisor |
| | Superintendent of Equipment |
| | Superintendent of Utilities |